

DATA SHARING AND CONFIDENTIALITY AGREEMENT

This Data Sharing and Confidentiality Agreement (the "Agreement") is between The Rhode Island Department of Health ("HEALTH") and The Providence Plan ("Recipient").

HEALTH has certain confidential information described on Appendix A which is attached to and made a part of this Agreement (the "Confidential Information") and in furtherance of the purposes set forth in the "December 2002 Partnership Agreement" and described on Appendix B which is attached to and made a part of this Agreement, it is necessary for HEALTH to release to the Recipient said Confidential Information.

As a condition to the release and use of the Confidential Information, HEALTH and the Recipient agree as follows:

1. The Recipient acknowledges the confidential nature of the Confidential Information and as such agrees that:
 - a. Confidential Information will not be released to any third party (including any subcontractors or affiliates of the Recipient) unless there exists a Data Sharing and Confidentiality Agreement between HEALTH and the third party with respect to the Confidential Information.
 - b. The Recipient will limit access to the Confidential Information to its employees to the extent necessary for the purposes set forth in the "Partnership Agreement" and described in Appendix B.
 - c. Any Product (as defined in Paragraph 4 below) will not include the names or addresses of any individual or any information that could be specifically linked to any individual and any Product shall not present information in any manner that would directly or indirectly reveal individual names, addresses or other confidential information specifically linked to an individual.
2. Recipient and HEALTH each agree that they shall comply with all Federal and State of Rhode Island laws and regulations governing the confidentiality of the Confidential Information.
3. Recipient agrees that it shall use the Confidential Information only for the purposes set forth in the "Partnership Agreement" and described in Appendix B.

4. Recipient agrees that before it shares, publishes or otherwise releases any findings, conclusions, analyses, reports, or products of any nature (all of the foregoing shall be referred to as the "Products") derived from the Confidential Information, it will share these products with HEALTH for review and feedback.
5. Recipient shall obtain no right of any kind in the Confidential Information, which shall at all times remain the property of HEALTH. Upon completion of the purposes set forth in the "Partnership Agreement" and described in Appendix B or prior termination of the relationship between the Recipient and HEALTH, the Recipient shall return all Propriety Information to HEALTH and/or shall destroy all Confidential Information (including all computer or electronic files).
6. Recipient agrees that under no circumstances shall it use the Confidential Information or any Product for monetary gain.
7. This Agreement shall not apply to any information (a) that is now or hereinafter becomes, through no act or failure to act on the part of the Recipient, generally known on a non-confidential basis to the public, and (b) that is hereinafter rightfully furnished to the Recipient by a third party as a matter of right and without restriction on disclosure.
8. The obligations set forth in this Agreement shall survive the completion of the purposes set forth in the "Partnership Agreement" and described in Appendix B and the termination of any working relationship between HEALTH and the Recipient.

IN WITNESS WHEREOF, both the Rhode Island Department of Health, through its duly authorized representative, and Recipient, through its duly authorized representative, have executed this Agreement as of the last date written below.

By: _____
Name: Patrick J. McGuigan
Title: Executive Director

Date: 3-22-13

Rhode Island Department of Health

By: _____
Name: _____
Title: _____

Date: 3/28/13

APPENDIX A

CONFIDENTIAL INFORMATION

The following information:

The Providence Plan (ProvPlan) seeks data sets with records at an individual level. When individual level data are not available, ProvPlan seeks data at the lowest level of aggregation possible. ProvPlan seeks relevant fields and records from the following datasets:

- KIDSNET data: level 1 birth records, child records, parent records, parent address records, immunization records, lead screening records, WIC participation, and supplementary codes.
- Lead Screening Results (LESS database);
- Tobacco Control Program data;
- Hospital data, including but not limited to Emergency Room, Observation, and Discharge data;
- Behavioral Risk Factor Surveillance System;
- Home Visiting data including First Connections, Early Intervention, Nurse-Family Partnership, and other related data as designated by HEALTH
- Other datasets as needed to perform contractual obligations.

APPENDIX B

USE OF INFORMATION

The Providence Plan (ProvPlan) is requesting the data listed in Appendix A for several purposes, as outlined below. ProvPlan's proposed use of these data falls into (three) primary categories, (1.) Analysis, (2.) Information Dissemination, and (3) Technical Assistance.

Analysis

Analyses of Health Disparities. Lead screening, demographic, immunization, newborn and maternal risk factors, WIC, tobacco vendor, housing survey, obesity, hospital, and physician data will be used to analyze and track health disparities among different populations and geographies.

Analyses relating to Lead Hazard Mitigation. Lead screening, certification, and compliance data will be used for parcel-based compliance analyses and identification of "unhealthy" housing.

Applications and Products. These analyses have several applications, including, but not limited to, gaining a better understanding of the characteristics and dynamics of the state and the city of Providence's neighborhoods; analysis and development of policies; planning for programs, services, and facilities; and calculating projected student enrollment. In some cases, these data will be analyzed in conjunction with information from other sources (e.g., health, housing, economic, social services, and statewide educational assessment data) to determine possible relationships among a variety of characteristics.

The results of these analyses will be used to generate several types of "information products", including, but not limited to, data summaries, maps, charts, graphs, indicators, profiles, and reports. These products will, in some cases, be presented and disseminated to audiences outside of The Providence Plan and HEALTH. The creation, distribution, and presentation of any information products will be in accordance with the Data Sharing and Confidentiality Agreement of which this Appendix is part.

Information Dissemination

The Providence Plan believes that information is a powerful tool for making decisions and effecting positive change. Therefore, it is our belief that public

access to information is essential. The Providence Plan collects a variety of data from numerous public sources and strives to make non-confidential information available to organizations and individuals. ProvPlan intends to provide access to non-confidential versions of all HEALTH data listed in Appendix A.

Requests for Information. The Providence Plan receives numerous requests for statistics, maps, analysis results, and other information products from a variety of organizations and individuals. ProvPlan intends to make non-confidential information derived from HEALTH data available upon request.

Documents. The Providence Plan will, from time to time, include summaries, findings, and graphical representations of analyses of HEALTH data in various documents (e.g., policy reports, planning studies, grant proposals, etc.).

Presentations. The Providence Plan will, from time to time, include summaries, findings, and graphical representations of analyses of HEALTH data in presentations to various groups (e.g., staff, boards, and committees of interested organizations; task forces; funders; community forums; etc.).

Web-based Information Network. The Providence Plan will make non-confidential HEALTH information available for public access via the World Wide Web. Information products including, but not limited to, data summaries, maps, charts, graphs, indicators, neighborhood profiles, school profiles, and reports will be available through web sites developed and maintained by The Providence Plan. Furthermore, individuals will be able to answer questions and create their own maps and data summaries via an interface to aggregated and other non-confidential data.

Technical Assistance

Infrastructure Improvements. The Providence Plan will, from time to time, assist HEALTH with programming, website content improvements, and database improvements.

Community Engagement. The Providence Plan works with community based partners, including HEALTH community partners, to provide training and technical assistance in understanding compiling data, as well as how to interpret data and use information tools to guide programs through the stages of analysis, strategic planning, implementation, and evaluation.

Tools for Analyses and Outreach. The Providence Plan will work with HEALTH to create tools that streamline analyses and facilitate outreach to HEALTH partners and the community at-large.